

December 14, 2009

Mr. Matthew Wallen
Director
Office of Public Assistance,
Governmental Affairs and Compliance
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

226179

Re: TTX Company Finance Docket No. 27589

Dear Mr. Wallen:

I enclose for filing in the above-captioned docket(s), the following documents, which were recently approved by the TTX Company Board of Directors and the TTX Company President and CEO:

F.D. 27589: TTX Form BX Car Contract: Amendment 19 provides for car hire and mileages charges, effective January 1, 2010;
F.D. 27589: TTX Form BX Car Contract: Amendment 20 provides for volume discounts for ABOX and RBOX equipment; and,
F.D. 27589: TTX Form BX Car Contract: Amendment 21 provides for reduced costs for "storage-to-storage" movement.

An acknowledgment copy of this letter with the above mentioned Amendment has been enclosed. Please stamp the acknowledgment copy with the filing date and return it to the messenger.

Very truly yours,

Anne E. Treadway
Assistant General Counsel

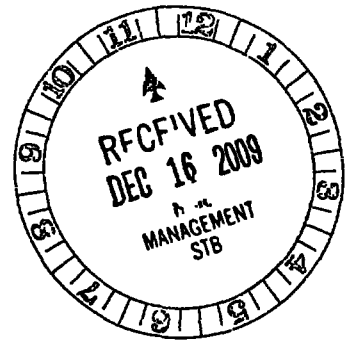
Enclosures

ENTERED
Office of Proceedings

DEC 18 2009

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Public Record

AMENDMENT NO. 19
to the
TTX COMPANY FORM BX CAR CONTACT
SUPERSEDING AMENDMENT NOS. 13 & 16
(Effective January 1, 2010)



Pursuant to action taken by the TTX Board of Directors on December 3, 2009, this Amendment No. 19 to the Form BX Car Contract supersedes all previously noticed car hire and mileage charges, except as set forth in Amendment 18, for use of the Company's boxcar equipment and replaces them with the car hire and mileage charges set forth below and on the attached Exhibits A and B, effective January 1, 2010. The applicable wheel surcharge, which is not included herein, remains unchanged by this Amendment.

<u>Initial</u>	<u>Length</u>	<u>Rate Per Hour</u>	<u>Rate Per Mile</u>	<u>Description</u>
ABOX	50-foot	\$0.64	\$0.078	70-Ton Boxcar
FBOX	50-foot	See Exhibit B	\$0.090	100-Ton Boxcar
RBOX	50-foot	\$0.64	\$0.078	70-Ton Boxcar
TBOX	60-foot	See Exhibit A	\$0.090	100-Ton Boxcar

TTX Company

By: T F Wells
T. F. Wells
President & CEO

Amendment No. 19
Exhibit A

Rates for TBOX 60' Pool Boxcars

<u>Monthly</u> <u>Utilization Level (%)</u>	<u>Rate per Hour</u>
100%	\$ 0.76
99%	\$ 0.77
98%	\$ 0.78
97%	\$ 0.78
96%	\$ 0.79
95%	\$ 0.80
94%	\$ 0.81
93%	\$ 0.82
92%	\$ 0.83
91%	\$ 0.85
90%	\$ 0.86
89%	\$ 0.87
88%	\$ 0.87
87%	\$ 0.88
86%	\$ 0.90
85%	\$ 0.91
84%	\$ 0.92
83%	\$ 0.93
82%	\$ 0.94
81%	\$ 0.95
80%	\$ 0.97
79%	\$ 0.97
78%	\$ 0.98
77%	\$ 0.99
76%	\$ 1.00
Base Rate	\$ 1.01

Utilization Level Calculated Monthly as follows:

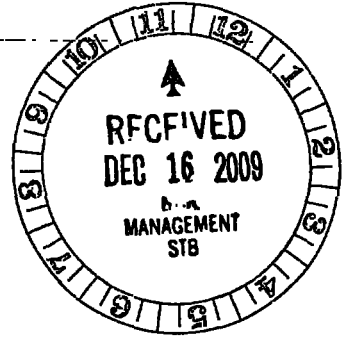
TBOX in Service/Serviceable TBOX On Line (Total On Line – Bad Order = Serviceable)

Amendment No. 19
Exhibit B

Rates for FBOX 50' Pool Boxcars

<u>Monthly Utilization</u>		<u>Monthly Utilization</u>		<u>Monthly Utilization</u>	
<u>Level (%)</u>	<u>Hourly Rate</u>	<u>Level (%)</u>	<u>Hourly Rate</u>	<u>Level (%)</u>	<u>Hourly Rate</u>
Base Rate	\$ 1.30	69%	\$ 0.96	88%	\$ 0.74
51%	\$ 1.28	70%	\$ 0.94	89%	\$ 0.74
52%	\$ 1.27	71%	\$ 0.93	90%	\$ 0.73
53%	\$ 1.24	72%	\$ 0.91	91%	\$ 0.72
54%	\$ 1.22	73%	\$ 0.89	92%	\$ 0.71
55%	\$ 1.21	74%	\$ 0.88	93%	\$ 0.70
56%	\$ 1.19	75%	\$ 0.85	94%	\$ 0.70
57%	\$ 1.17	76%	\$ 0.84	95%	\$ 0.69
58%	\$ 1.16	77%	\$ 0.83	96%	\$ 0.68
59%	\$ 1.14	78%	\$ 0.83	97%	\$ 0.66
60%	\$ 1.12	79%	\$ 0.82	98%	\$ 0.65
61%	\$ 1.11	80%	\$ 0.81	99%	\$ 0.65
62%	\$ 1.09	81%	\$ 0.80	100%	\$ 0.64
63%	\$ 1.07	82%	\$ 0.79		
64%	\$ 1.04	83%	\$ 0.79		
65%	\$ 1.03	84%	\$ 0.78		
66%	\$ 1.01	85%	\$ 0.77		
67%	\$ 0.99	86%	\$ 0.76		
68%	\$ 0.98	87%	\$ 0.75		

AMENDMENT NO. 20
to the
TTX COMPANY FORM BX CAR CONTACT
(Effective January 1, 2010)



Pursuant to authority delegated by the TTX Board of Directors to reduce rates, this Amendment No. 20 to the Form BX Car Contract supersedes the discounts applicable to the Company's ABOX and RBOX equipment as set forth in Amendment 13, Exhibit B with the volume discount set forth below, effective January 1, 2010.

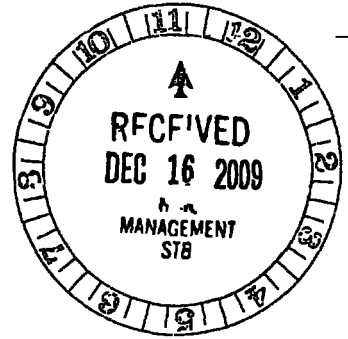
The volume discount schedule set forth below will be applied to Participant revenue derived from applicable base rates and incentive rate calculations, if any.

Combined ABOX & RBOX Volume Discount Schedule

# of Cars in Service	Rate Discount
500-750	5.00%
751-1000	7.50%
1001-1500	10.00%
1501+	15.00%

TTX Company

By: T.F. Wells
T.F. Wells
President & CEO



AMENDMENT NO. 21
To
TTX COMPANY FORM BX CAR CONTRACT
(Effective January 1, 2010)

Pursuant to action taken by the TTX Board of Directors on December 3, 2009, the Form BX Car Contract is hereby amended by this Amendment 21, effective January 1, 2010. This Amendment permits a railroad to move railcars stored on its lines from one storage location to one or more alternative storage locations within that railroad's network (hereinafter "Relocation") at a reduced cost subject to the following terms and conditions:

- (1) A railroad requesting a move must provide an email or fax, no less than three (3) calendar days before a move is planned, listing the railcars and the origin and destination storage locations involved in the Relocation to the TTX Fleet Department (updated contact information is maintained on TTX's BPN website) for approval. All railcars must be in a "stored serviceable" status pursuant to the storage rules utilized by TTX's Car Accounting department.
- (2) Each request for Relocation must contain a minimum number of 10 railcars.
- (3) All Relocations must be from a point on the requesting railroad's system or lines of connecting short line railroads it serves to one or more points of the requesting railroad's system or lines of connecting short line railroads it serves.
- (4) The railroads will comply with TTX's car movement directives concerning the movement of any railcars on a railroad's Relocation list to another location of TTX's choosing and at TTX's expense consistent with rates set

forth in this Car Contract for purposes consistent with pool goals including, but not limited to, a storage place if the car is coming off lease, shop facility for program or routine maintenance, re-rack or de-rack facility, scrap facility, or another location to fill railcar orders. TTX will notify the requesting railroad of such needs within three (3) business days of receiving the Relocation list.

(5) When the railcars are pulled from the first storage location, they will go "on the clock" and be assessed car hire (including time and mileage) for the duration of the storage-to-storage move. The requesting railroad must notify the TTX Fleet Department when the relocated railcars arrive at the alternative storage location so that the railcars receive car hire relief for the time accrued during transit. Once the cars arrive at the alternative storage location, the cars will come off the clock immediately and no five day turn back charge will be assessed.

(6) TTX will reimburse the railroad the appropriate hourly rate for each railcar involved in Relocation through the 100% Percent Billing Process minus the published mileage charge associated with the car type being relocated after the move is complete and TTX confirms that the railcars were returned to storage.

(7) All storage-to-storage moves in a Relocation must be initiated within 14 calendar days of TTX's approval of the Relocation list and completed within 21 calendar days of the initial movement of cars from the origin storage location. If the Relocation is not completed within that 21 day period, TTX will assume the railcars are in active service meaning no car hire reimbursement will be allowed and car hire will be collected on those railcars consistent with customary practice for railcars in active service.

TTX Company

By: 
T.F. Wells
President & CEO